

1. General Conditions (V.2023.01)

1.1. BASIC CONDITIONS

ARTICLE 1

The provisions of these general conditions are subdivided into basic conditions which are applicable to every agreement between Easi and the customer, irrespective of the subject, and specific conditions which are applicable depending on the subject of the contract. The basic conditions are set out in heading 1 and the specific conditions are set out in headings 3 and following, whereby the provisions in heading 1 apply to all of the cases mentioned in headings 3 and following.

ARTICLE 2

These general conditions apply to the exclusion of all other general conditions. By ordering from Easi, the customer irrevocably accepts the application of these general conditions, to the exclusion of all others, and may not be exempted therefrom except by special conditions set out in a written document bearing the signature of a person duly authorised to represent Easi. In the event that the customer's purchase conditions are accepted in writing by Easi, these conditions shall prevail over Easi's own general and sales conditions. Easi's general and sales conditions shall still apply for any points not covered in the customer's purchase conditions.

ARTICLE 3

The provisions of the contract signed between Easi and the customer annuls and replaces all other terms, conditions, agreements or stipulations, correspondence and/or previous agreements. These provisions and documents may not be modified, deleted or supplemented, in whole or in part, except through the written agreement of Easi and its customer. Any subsequent version of these general conditions shall, however, be considered as having been irrevocably accepted by the customer where the customer does not express its refusal thereof within one month of the date on which the general conditions were sent to the customer by Easi.

ARTICLE 4

In the event that the customer cancels their order, whether before or in the process of execution, Easi may require the forced execution of the contract, or seek payment of damages and interest.

This will include, in particular, and without this list being exhaustive, **(1)** the cost of supplies already ordered by Easi with a view to their delivery to the customer, **(2)** the other costs incurred by Easi and the fees due to it for services rendered up to the date of cancellation of the order or termination of the contract and, **(3)** an indemnity for loss of income equivalent to 50% of the other amounts which Easi could have invoiced to the customer in the event that the contract had been executed until completed.

The contract shall, moreover, be terminated *ipso jure* in the case of the bankruptcy of either party, and in the case of judicial reorganisation if the customer has not ended its breach within a period of fifteen days following formal notification thereof by Easi.

ARTICLE 5

5.1

Unless otherwise specified, our offers are valid for 3 months from the date on which they are sent; offers for hardware and software (not designed by Easi) are valid for 2 weeks from the date on which they are sent. All amounts stated in the offers are in euros and exclude VAT.

Easi's invoices are payable within thirty days of their date of issue and without discount.

Any invoice not contested by the customer in writing (e-mail or letter) sent to Easi within thirty days of the date of issue shall be deemed to have been definitively and irrevocably accepted by the customer, who may therefore not contest it at a later date for any reason whatsoever.

Any invoice that remains unpaid on its due date will automatically and without formal notice be subject to interest at the rate set in accordance with the law of 2 August 2002 on late payment in commercial matters, from the due date until full payment, as well as a fixed indemnity equivalent to 10% of the unpaid part of the invoiced amount.

In the event of non-payment of an invoice by its due date within one month of a formal notice being sent, Easi shall be entitled to suspend, at its own risk, the performance of all deliveries, services, hosting services and access to software via the Cloud until the date of payment in accordance with Articles 5.83, 5.98 and 5.239 of the Civil Code, without prejudice to the customer's obligation to fulfil its commitments.

In the event of non-payment of a due invoice within two months following a formal notice in accordance with article 5.83 of the Civil Code, Easi will also have the right to declare, at its own risk, the termination of the contract to the detriment of the customer in accordance with articles 5.92 and 5.93 of the Civil Code and to demand payment of an indemnity calculated on the basis of the same parameters as those for the compensation referred to in the last paragraph of article 4.

5.2

Additional costs are never part of fixed prices and are therefore invoiced by Easi to the customer. Additional costs are understood to mean travel costs, parking costs and accommodation costs for Easi's employees.

Travel costs in Belgium and the Grand Duchy of Luxembourg, including related travel time, are all-inclusive and amount to €125 per trip. Travel costs outside Belgium and the Grand Duchy of Luxembourg shall be agreed with the customer in special conditions.

5.3

The amounts invoiced to customers under contracts whose performance extends over several financial years will be automatically revised by Easi on 1st January of each year on the basis of the following formula:

$$Ma = Mi \times S0/S$$

Or :

Ma = revised price

Mi = initial price

So = Index, at 31 December of the year preceding that of the revision, of reference wage costs for digital companies, recognised by the Federal Public Service Economy, SMEs, Self-employed and Energy and published by Agoria.

S = Index referred to in the previous paragraph as at 31 December of the year preceding that in which the contract is concluded.

Non-indexation on the annual date shall not imply waiver of its application during the year or on subsequent annual dates.

ARTICLE 6

The deadlines for the delivery of supplies or execution of services set out in the contract between Easi and its customer are given purely for information, and their being exceeded may not give rise to any indemnity or to the termination or cancellation of the contract.

When a compulsory deadline is given in the contract, the customer may not seek the termination or cancellation thereof until it has formally notified Easi that it must execute its obligations within a reasonable period which is appropriate to the circumstance, it being understood that no indemnity may be claimed by the customer from Easi if the latter executes its obligations within the aforesaid reasonable period. The deadline shall be considered compulsory only where the relative contractual clause in the special conditions expressly specifies and in these terms, to the exclusion of all others, that the deadline is compulsory.

ARTICLE 7

Easi shall not be liable for any damage resulting from a breach, or, when a compulsory deadline has been agreed, from a delay in the execution of its contractual obligations, if the reason for this breach or delay cannot be attributed to it, as, for example, in the case of government action, force majeure, war, riots, strike or breach by its own suppliers.

On the assumption that Easi is required to pay damage and interest, these shall only include direct damages and not potential indirect damages such as, in particular, loss of income, increase in general costs and schedule disruption as well as loss of profits, customer base or savings expected by the customer.

In any case, any damages and interest which may possibly be due by Easi to the customer shall not exceed 50% of the fixed price set out in the contract, with the exclusion of standard hardware and software not developed by Easi.

ARTICLE 8

Easi and the customer are required to maintain the confidential nature of all information communicated in the context of the negotiation and execution of the contract concluded between them, in particular information regarding their production, organisation and working methods.

They hereby undertake not to divulge any of this information without the written agreement of the other party.

They shall divulge information only to their employees who are directly involved in the execution of the contract, or making use of the programs, and they hereby guarantee that these employees are aware and will comply with the obligations in relation to the confidential nature of the said information.

ARTICLE 9

The customer may not, under any circumstances, without the prior written agreement of Easi, assign, in whole or in part, to one or more third parties, the rights and obligations resulting from the contract agreed between the customer and Easi. Any assignment done without the prior written agreement of Easi shall remove Easi from the requirement to execute the contract. Easi may assign all its rights and obligations arising from this contract through simple notification of such assignment to the customer. The customer may, in this case, end the contract by giving the relevant contractual notice.

ARTICLE 10

A customer for whom Easi has executed, or is executing, a service, hereby undertakes not to recruit, or to outsource services to, directly or indirectly, under any contract or agreement whatsoever, personally or by an intermediary natural person or legal entity, a member of staff of Easi (and of all the companies belonging to the same group) or to its subcontractors, whether the customer has been in contact with him or her or not. A member of staff of Easi or its subcontractors means anyone who is currently, or has previously been, active in this capacity.

This undertaking must be adhered to by the customer both during the execution of the contract and for a period of three years starting at the date of the end of contractual relations between Easi and the customer and/or for a period of one year starting at the date of the end of contractual relations between Easi and its employee and/or sub-contractor.

In the event of failure to comply with this undertaking, the customer shall be liable to pay Easi an indemnity equivalent to twenty-four times the monthly cost incurred by Easi for the services of its departing employee or sub-contractor, the monthly cost being fixed by reference to the average of the months, not exceeding one year, preceding the end of contractual relations between Easi, on the one hand, and its employee or sub-contractor on the other hand. This indemnity is fixed without prejudice to the possibility of Easi claiming payment of other amounts, on the assumption that its damages are higher.

ARTICLE 11

Nullity of one of the contractual clauses applicable between Easi and the customer shall not affect the validity of the other clauses.

ARTICLE 12

Any dispute in relation to the validity, interpretation, execution or termination of the contract agreed between Easi and its customer is governed by Belgian Law and shall come within the exclusive competence of the Courts of the registered office of Easi.

Easi shall, however, have the right to summon the customer before the Court of its registered office or, in the case of the service of third-party notice, before the Court responsible for the principal action.

1.2. STANDARD HARDWARE AND SOFTWARE NOT DEVELOPED BY EASI

ARTICLE 13

Title 1.2 covers the computer hardware equipment sold by Easi to the customer, and the standard software not developed by Easi, supplied by it to the customer and in respect of which Easi acts as a simple intermediary.

ARTICLE 14

The customer hereby declares having received, from Easi, all the information which will allow it to make an informed choice, particularly as regards the adequacy between its concrete requirements and the computer equipment and standard software it has ordered.

The customer renounces, as a consequence, the right to introduce any claim of any kind against Easi in the hypothesis where it is subsequently proved that the computer equipment and standard software supplied do not meet some of its requirements, unless they had been precisely defined in advance in the order, or in any set of specifications.

ARTICLE 15

15.1

The cost of the installation of the computer equipment and the standard software are not included in the price agreed for their supply. In the absence of a special agreement these costs will be invoiced for settlement at the rate applied by Easi for such services.

15.2

The ownership of the computer equipment, support for standard software and the right of use thereof are not transferred to the customer until the corresponding invoices are paid in full. Easi shall consequently remain the owner of the equipment and support delivered and the sole owner of the rights to use the standard software supplied, until such time as this full payment is made.

Prior to delivery of the computer equipment, the customer is required to forward, in writing, to Easi, the address and telephone number of the lessor of the premises in which this equipment is to be installed, together with the address and telephone numbers of any creditor who may have a security on its business, Easi having the right to suspend all deliveries until this information is obtained. Easi is authorised to make contact with the lessor and the creditors to notify them that it remains the owner of the goods delivered until paid in full.

For as long as the customer is not the owner of the equipment delivered, the customer may not assign it, or make it available to third parties in any way, or give it as security, without advance and written approval from Easi. Moreover, and still under the same assumption, the customer shall advise Easi within twenty-four hours of any seizure of the equipment delivered or any other claims of any kind made by third parties against all or part thereof.

ARTICLE 16

The computer equipment and software not developed by Easi are invoiced at 100% on ordering. Delivery costs and Recupel, Auvibel, Bebat or Reprobel taxes are also invoiced. For any order lower than €1,000.00 an amount of €100.00 will be invoiced for administrative costs. Any intervention by Easi for 'defect' problems (equipment breakdown, system errors or software errors – IBM Notes, Microsoft SQL etc.) or 'non-defect' problems (incorrect use) will be invoiced to the customer at the rate in effect.

ARTICLE 17

17.1

The customer is required, on delivery of the goods it ordered, to verify that these goods, and their packaging, show no signs of damage. If some of the goods are found to be damaged, the customer is required to refuse delivery thereof by the carrier, failing which the goods shall be considered to be delivered in good condition, without the right to claim against Easi.

The customer shall also, on delivery, verify that the packages delivered match the packages listed on the consignment note or packaging list, it being understood in the absence of a formal note in writing on this point to the carrier at the time of delivery, all the packages listed in these documents shall be considered as having been delivered, without the right to claim against Easi.

17.2

After delivery of the goods, the customer is required to quickly make a more in-depth examination of them, with a view to detecting any possible apparent defects which could not reasonably be found by opening the packages during delivery. The customer shall inform Easi, in writing, within eight calendar days of delivery, of any apparent defects so discovered following the delivery. The absence of any claim within this period shall be deemed as approval of the goods delivered and renunciation of the right to claim for any apparent defect.

ARTICLE 18

In the event that hidden defects or malfunctions affecting the goods delivered are discovered subsequent to their installation, the customer shall advise Easi thereof, in writing, within forty-eight hours of discovery, providing as many details as possible regarding the nature of the defect or malfunction found. Easi shall be required to fulfil the guarantee in accordance with terms and conditions similar to those of the guarantee that it itself holds from its supplier, the terms and conditions of which are known to the customer. Subject to the limits set by the preceding sub-paragraph, the contractual guarantee granted by Easi shall apply for a period of three months from the date of delivery of the goods, or if the installation thereof was entrusted to Easi, from the date thereof. After this period of three months, the manufacturer's warranty will apply according to European legislation.

ARTICLE 19

In the event that a defect or malfunction is discovered, the customer shall cease all use, manipulation, implementation and/or installation of the goods supplied. It shall provide any assistance necessary in relation to the examination of the claim made. If the customer does not provide such assistance, or if, for any reason which may not be ascribed to Easi, examination of the claim made is not or is no longer possible, it shall be refused, without the customer having the right to claim against Easi. If the claims made are not founded, the fees and the costs of the services resulting therefrom shall be invoiced by Easi to the customer.

Easi shall not be required to fulfil the guarantee, (1) if the debts owed to it by the customer have not been paid in full, (2) if the customer has had a third party make, or has made changes, adaptations or repairs to the goods delivered, (3) if it has used the goods for other purposes or on another basis to that for which they were designed, (4) if they have been subject to inappropriate treatment or servicing.

The guarantee does not cover damage and malfunctions which do not constitute manufacturing defects and, in particular those which can be attributed to (1) errors and negligence by the customer in relation to the protection, use and/or maintenance of the equipment, (2) the electrical installation or supply of electrical current, (3) moving the goods, (4) and all other accidental causes such as an accidental fire or water leak.

ARTICLE 20

As the guarantee consists only of the repair or exchange of parts recognised as defective in accordance with the conditions set out in article 18, the services provided by Easi with a view to solving the problems found, whatever they may be, shall be invoiced to the customer for settlement, at the rate in effect.

On the assumption that the call on the guarantee is justified, the services provided by Easi shall not be invoiced if it had been contractually responsible for the installation and commissioning of the goods supplied and if the problems found are the result of an action which may be attributed to Easi.

ARTICLE 21

The customer has been informed of the fact that Easi is acting only as an intermediary for the maintenance of computer equipment and standard software not developed by it.

1.3. STANDARD APPLICATIONS OR SOFTWARE DEVELOPED BY EASI

ARTICLE 22

The provisions of heading 1.3 apply to standard software as well as standard applications for mobile devices (smartphones, tablets etc.) or parts of this software and these applications, developed by Easi with a view being offered to all of its customers and the adaptation of which to the specific requirements of each customer does not require additional analysis (with a view to programming work) or programming work. This software and these applications are described hereafter as "software packages" or "applications". They may be used in either the customer's infrastructure or the Cloud2be environment specified in heading 1.8 of these general conditions. The installation of the software package in a shared Cloud environment other than the Cloud2be environment, or another environment for which Easi is responsible, is not authorised.

ARTICLE 23

Easi grants the Customer the right to use the Software Package, which is the subject of the Agreement, and to maintain the Software, in return for which the Customer is required to pay Easi a fee set out in the specific provisions of the Agreement. The Software Package, including its media, remains the exclusive property of Easi.

The right of use granted to the Customer is limited in that the following acts are prohibited:

- the correction of errors without the intervention of Easi;
- the permanent or temporary reproduction of the software package, in whole or in part, by any means or in any form whatsoever;
- any operation or handling that enables use of the software package by a number of users which exceeds that specified by the special conditions;
- the translation, adaptation, arrangement and all other transformations of the software package, and any reproductions resulting therefrom;

- all forms of distribution to the public, including renting and lending, of the original of the software package, or copies thereof;
- any form of distribution to daughter, parent or sister companies of the customer in which the customer has a holding of less than 51%;
- any form of transfer of the software package in any form and for any reason whatsoever.

Notwithstanding the foregoing, the customer is however authorised to:

- Reproduce the software package, in whole or in part, where loading, displaying, running, transmitting or storing the licensed software package requires such reproduction and provided that such act is subject to Easi's prior written consent;
- Permit the use of the software package by its daughter, parent or sister companies in which it has a 51% or greater shareholding, provided that this act is subject to the prior written authorisation of Easi;
- Reproduce the software package in the form of a backup copy solely for the purposes of this backup.

Breach of any of the provisions of this clause shall be deemed to be a material breach within the meaning of clause 26.2 of these terms and conditions and the customer shall also be liable to pay Easi, for each act committed in breach of any of the provisions of this clause, compensation equivalent to double the total amount set out in the agreement, subject to a minimum of €50,000.

ARTICLE 24

The methods, models, descriptions, calculations and specifications in relation to the software package, together with its sources, remain the exclusive property of Easi and are not made available to the customer. Easi therefore remains the sole owner of all the intellectual rights directly or indirectly associated therewith. At the request of the customer, Easi undertakes, however, to lodge the source code of the software package covered by their special agreements with a third party acting as a trustee and authorised to issue the source code to the customer in the following cases only:

- Easi states to the customer that the software is no longer commercially pursued and that it will no longer provide its maintenance.
- the dissolution, excluding the merger, absorption or break-up of Easi, or insolvency thereof, unless the rights and obligations existing on the part of Easi in relation to the software package concerned are assigned to a third party by the liquidator or trustee of Easi within three months of its dissolution or insolvency.

The costs generated by the lodging of the source code of the software package with a trustee shall be invoiced by the latter directly to the customer. Easi shall, moreover, invoice the customer for the costs and services generated by the lodgement, particularly those for the preparation of magnetic storage media.

ARTICLE 25

25.1

In compensation for the right to use the software package and the maintenance, the customer shall be required to pay Easi an annual fee in advance, which will be invoiced the month following signature of the agreement.

25.2

The minimum term of the agreement is two years from the date of signing.

If the agreement is not terminated by one party to the other at least three months prior to the end of its initial term, it will be automatically renewed by operation of law for a period of one year.

If the agreement is not terminated by one party to the other at least three months before the end of its successive term by registered letter, it will be automatically and by operation of law renewed for a term of one year.

Any annual fee invoiced in advance must be paid in full by the Customer and will not be refunded, even if the period covered by this fee exceeds the three-month notice period.

Easi reserves the right not to market, maintain or create new versions of any Software Package developed by Easi.

In this case, Easi may terminate the contract by giving twelve months' notice, without this decision authorising customers to claim any damages from Easi, provided that this notice is respected. The fees payable by the Customer will be calculated on a pro rata temporis basis.

Termination of the contract will automatically and by operation of law result in the termination of any other contract concluded between the parties, and vice versa, where this results in the parties having linked the fate of the first contract to the fate of the second, or vice versa, in accordance with article 5.142 of the Civil Code.

ARTICLE 26

26.1

Every agreement in relation to the granting of a right to use a software package shall be terminated *ipso jure* in the event of the dissolution or bankruptcy of the customer.

26.2

In the case where the customer fails to comply with an obligation for which it is responsible, in particular the case of non-payment of a licence fee or maintenance invoice by the due date, or in the case of violation of one of the provisions of article 23, its right to use the software shall be automatically suspended on the date of issue of a formal notice by Easi.

If the customer does not fulfil its obligations within fifteen days of formal notification sent by Easi, the latter shall have the right to deem contract termination by the fault of the customer, to suspend or remove the right to use the software package by the customer and to require the immediate return of the software package and its media, all without prejudice to damages which it shall also be authorised to claim.

26.3

Finally, the contract shall also be terminated in the event that the software package cannot be installed or used due to incompatibility between it and the customer's hardware computer equipment or software as described to Easi when ordering. In this case, the termination of the contract for the provision of the software contract shall occur without damages on either side, except in the event that erroneous information had been communicated to Easi and in the event that the cause of the incompatibility is due to an action which can be attributed to the customer and which occurred subsequent to ordering. In any case, the costs incurred by Easi and the services executed by it in attempting to carry out the installation of the software package ordered shall be invoiced by Easi to the customer for settlement, at the rate in effect.

ARTICLE 27

The customer hereby declares having received all the information in relation to the capacities and limits of the software package and that it is assured that it fulfils the use which the customer intends to make of it. Easi guarantees that the software package conforms, in all its essential elements, to the description which the customer acknowledges having received.

The customer accepts that the software package may be perfectible and that possible adaptations or corrections aimed at ensuring its improvement are covered by the maintenance contract.

ARTICLE 28

28.1

The customer shall have a period of one month, from the date of delivery, or the date of installation if this is entrusted to Easi, to make tests to ensure that the software package conforms in all its essential elements to the description thereof which was given to the customer.

The customer shall devote the time and the means required to perform these tests within the aforementioned period, ensuring that the conditions under which the tests are performed are similar in all ways to those under which the software package will be used, including in relation to the number of users and the quantity and type of operations.

In the absence of any written observation within the aforementioned period, or in the case of the starting of the software by a transfer or systematic encoding of data, or by on-going operational use resulting from the making of simple ad hoc tests, the software package shall be irrevocably considered as being definitively accepted by the customer.

28.2

If the customer discovers the presence of anomalies during the test period, it shall advise Easi thereof in writing and in a precise manner, as they are discovered.

At the end of the test period, Easi and the customer shall draw up, at the first request of either, a provisional acceptance report of the software package indicating the anomalies to be solved, it being understood that no other anomaly existing at the date of drafting of this report and not indicated therein can be subsequently cited by the customer to refuse final acceptance.

In the event that the customer refuses to carry out the drafting of the provisional acceptance report on one of the dates proposed by Easi, the software package shall be irrevocably considered to be finally accepted by the customer, even if anomalies were notified during the test period.

28.3

Final acceptance shall be given by the customer as soon as all the anomalies described in the provisional acceptance report have been resolved, it being understood that the transfer or systematic encoding of data, or on-going operational use of the software package by the customer, notwithstanding the fact that each of the aforementioned anomalies have not been resolved, means final acceptance and involves the obligation for the customer to pay Easi the full amount remaining due.

In this event, the anomalies described in the provisional acceptance report, and which are not yet resolved, shall be resolved by Easi under the maintenance contract.

28.4

As part of its services, the consultant reserves the right, with the agreement of the client, to take a back-up of the database to meet a specific need of the customer (custom development, configuration test before installation, reproduction of a possible anomaly in the software.). This backup will then have to be destroyed maximum 3 months after the creation of this one.

1.4. MAINTENANCE OF STANDARD SOFTWARE DEVELOPED BY EASI

ARTICLE 29

Maintenance covers, for the standard version of the software package and therefore excluding specific developments such as programmes, layouts and interfaces which are not part of it: **(1)** the correction of errors in the software package delivered, which are defined as anomalies in relation to its specifications, capacities and limits, **(2)** adaptations to the software package in the event that it is partially or totally out of date due to changes in the laws or regulations used as a reference for the development of its applications, **(3)** the granting of the right to use new versions of the software package (releases), and **(4)** Hot Line telephone support for the standard version (therefore excluding specific developments such as programmes, layouts, interfaces and reports which are not part of the standard version) for users who have received basic training in the software package and who have actively participated in the implementation phase with Easi consultants. As part of the maintenance contract, Easi also guarantees that two of its employees will always have in-depth knowledge of the software package concerned.

In the event that the Customer detects an error that may be covered by the maintenance contract, he/she shall send Easi a written request (via its Extranet) for intervention justified by a precise description of the error detected and accompanied by as much documentation as possible (listing, screen print, etc.). Except in cases of force majeure and depending on the urgency of the situation, Easi undertakes to respond to a request within three working days of receipt, provided that the request is justified.

A shorter period may be expressly stipulated in one of the special provisions of the contract, particularly in the context of any Service Level Agreement.

ARTICLE 30

The maintenance does not, in any case, cover malfunctions of the software package caused by circumstances external to it and, in particular, by the following circumstances: **(1)** inappropriate use of the software package, **(2)** an error in the handling of the software package by the customer's staff or a third party, **(3)** any changes made to the database by the customer or a third party, **(4)** the use of accessories which do not comply with any possible recommendations made by Easi, **(5)** problems inherent in the hardware equipment or other software packages installed by the customer, **(6)** defects in the electrical circuits or supply, this list not being exhaustive.

All the costs incurred and the services provided by Easi with a view to remedying problems not covered by the maintenance contract shall be invoiced to the customer for settlement, at the rate in effect.

ARTICLE 31

For software packages installed on the customer's infrastructure, the costs of installing new versions of the software package are not covered by the maintenance and will be invoiced to the customer on a time and materials basis, at the current rate. The same applies to the cost of upgrading specific developments which, at the client's request, have been adapted as an accessory to the software package, if the publication of a new version of the latter involves a modification or adaptation of the aforementioned specific developments.

For Adfinity and Spoom Software installed in the Cloud2be environment, the fee includes the cost of installing a maximum of two new minor versions of the software package per year. Services related to the installation of a major version of the software package are invoiced separately, at the current rate.

For other Easi software packages installed in the Cloud2be environment, the fee includes the cost of installing all new versions of the software package.

In all cases, the cost of training for new versions of the software package is not covered by the maintenance and will be invoiced to the customer on a time and materials basis, at the current rate.

1.5. SPECIFIC DEVELOPMENTS

ARTICLE 32

This heading 1.5 covers specific developments, in particular **(1)** the complete writing of a custom-built piece of software, **(2)** the changes to existing software, **(3)** the creation of data-capturing software or interface software, **(4)** additional developments to Easi software packages or to one or more of the customer's applications, and **(5)** the specific reports developed for the customer.

Also set out in heading 1.5 are the design and the specific developments for the customer of applications for mobile devices, such as tablets and smartphones, intended either to be used internally by the customer (in house) or to be transferred, accessible and operational on platforms belonging to a third party such as, for example, Apple AppStore, Google Play Store and Windows Store.

The contract in respect of a specific development is a contract work contract involving services of an intellectual nature: functional analysis, design and programming.

The term "applications" used in the following articles of this section covers both the developments set out in paragraph 1 as well as the applications for mobile devices set out in paragraph 2 of this article.

ARTICLE 33

The application is designed and produced in compliance with the specifications of the advance functional analysis. This shall be drawn up by Easi in co-operation with the customer, who is required to provide Easi with all the information which will allow it to fulfil its task of advice with a view to ensuring the appropriateness of the application to the requirements and wishes of the customer. The customer shall be required to designate a member of its staff as Easi's dedicated contact person in the context of the functional analysis. Once this analysis is approved by the customer, it shall serve as the basis for design and subsequent programming, and as a reference in the subsequent examination of the appropriateness of the application for the requirements and wishes of the customer, as formulated in an exhaustive manner in the aforesaid analysis.

ARTICLE 34

The application shall be produced using files, models, drawings, photographs and any other elements sent by the customer to Easi via various types of media.

The customer guarantees that it legally holds all rights and authorisations for the use of the elements set out in paragraph 1 as supplied with a view to the design and development of the application.

The customer shall therefore hold Easi harmless from any claims made by third parties relating to any of these components, in terms of principal, interest and costs, including legal expenses, in addition to any damages that it may be liable to pay Easi.

Easi shall be authorised *ipso jure* to suspend the contract until a judgment has been passed on the claim made by the third party or to terminate the agreement with immediate effect. In the latter case, the customer shall be liable to pay Easi compensation equivalent to double the amount remaining to be invoiced.

The customer guarantees that the elements supplied by it with a view to the design and development of the application are not likely to undermine public order, cause an affront to public decency, undermine privacy, data protection, child protection or any other mandatory provision. The customer guarantees that the same is true with regard to the use of the application, it being understood that Easi shall be authorised to terminate the agreement with immediate effect in the event of a breach of this obligation. In this case, the customer shall be liable to pay Easi compensation equivalent to that specified in the previous paragraph.

Easi shall not be held liable in the event of theft, destruction or deterioration of the equipment and media supplied by the customer. The customer undertakes to insure these items against all risks, including theft, damage or destruction for any cause whatsoever, and assumes all liability therefor.

Easi shall not be obliged to retain these items following final acceptance of the application, unless otherwise specified in the special conditions.

ARTICLE 35

35.1

Following its analysis and development, a "test" version of the application shall be made available to the customer.

From the time this "test" version is made available, the customer shall have a period of three weeks to perform tests allowing it to ensure that it conforms in all its elements to the specifications of the functional analysis, and to make any comments.

The customer shall be required to devote the time and necessary means to complete these tests within the aforesaid period.

In the absence of any written observation within the aforementioned period, or in the case of the starting of the application by a transfer or systematic encoding of data, or by on-going operational use resulting from the performance of simple ad hoc tests, or in the case of a request made by the customer to Easi to submit the application for validation to the owner of the platform, the application shall be irrevocably considered as finally accepted by the customer.

35.2

If the customer discovers the presence of anomalies during the test period, it shall advise Easi thereof in writing and in a precise manner, as they are discovered.

At the end of the test period, Easi and the customer shall draw up, at the first request of either, a provisional acceptance report of the application indicating the anomalies to be solved, it being understood that any other anomaly existing at the date of drafting of this report which is not indicated therein cannot be subsequently evoked by the customer to refuse definitive acceptance.

In the event that the customer refuses to carry out the drafting of the provisional acceptance report on one of the dates proposed by Easi, the application shall be irrevocably considered as finally accepted by the customer, even if anomalies were notified during the test period.

35.3

Final acceptance shall be given by the customer as soon as all the anomalies described in the provisional acceptance report have been resolved.

However, **(1)** the transfer or systematic encoding of data, or on-going operational use of the application by the customer, or **(2)** a request made by the customer to Easi to submit the application for validation to the owner of the platform, or **(3)** in the case of an in-house application, the application being made available on the customer's internal server, means final acceptance and involves the obligation for the customer to make payment to Easi of the full amount remaining due, notwithstanding the fact that, in these various cases, each of the aforementioned anomalies have not been resolved.

35.4

When the application is produced in a number of intermediary phases, each of these phases shall be accepted in a separate manner in accordance with the procedure defined above, it being understood that the customer can no longer make any complaints regarding phases of the specific development which were previously accepted.

35.5

If changes or additions which were not initially planned need to be made to the application during development or during the test or provisional acceptance phase, or following final acceptance, at the request of the customer, Easi's services shall be invoiced to the customer at the hourly rate in effect. These changes or additions also include tasks that are necessary to adapt the application

to new versions of the operating system, new features in the operating system or new devices, that were not yet available on the market where Easi's headquarters were situated at the moment of the signature of the contract.

The same applies for any services that enable the obtaining, after final acceptance of the application, of validation by the owner of the platform, where this it has been refused for reasons not attributable to Easi; some of these reasons are specified in article 36.3, for illustrative purposes.

ARTICLE 36

36.1

The applications produced by Easi, that do not need to be published on a third party platform (for example the Apple Appstore, Google Play, Windows Store), are guaranteed for a period of one month with effect from the date of final acceptance. The applications produced by Easi, that have to be published on a third party platform (for example the Apple Appstore, Google Play, Windows Store), are guaranteed for a period of seven days with effect from the date of the publication in the concerned store.

The guarantee only covers programming errors with the express exclusion of all complaints directly or indirectly related to the advance analysis or design. The guarantee consists of the correction of errors and Easi shall be required to intervene only on written request made by the customer, justified by a precise description of the error or errors discovered and accompanied by as much information as possible (list, screen print, diagrammatic reproduction etc.). Easi shall intervene within a period of three working days from the receipt of the written request, depending on its urgency and except in the possible case of force majeure.

36.2

The guarantee particularly excludes malfunctions resulting from circumstances external to the application and, in particular: **(1)** inappropriate use of the product, **(2)** handling errors committed by the customer's staff or a third party, **(3)** repairs, maintenance work, modifications, adaptations or moving carried out by persons who are not Easi personnel, **(4)** problems inherent to the customer's computer hardware equipment or other software, **(5)** the use of accessories which do not comply with Easi specifications, **(6)** modification or adaptations, even minor, made by the user or third parties to any of the programming elements supplied by Easi, **(7)** handling of sources, **(8)** deficiencies in the electrical installation or electrical supply, without this list being exhaustive.

At the end of the guarantee period, Easi shall not longer be required to intervene or make indemnification of any kind for any reason. Any intervention by Easi after the expiry of this period shall be invoiced for settlement, at the rate in effect.

36.3

For applications which need to be made available on third-party platforms, both during development and once the application has been developed and accepted according to the terms set out in articles 35.1-35.5, Easi shall under no circumstances be responsible in the event of a problem being found with the platform or its owner for reasons which are not attributable to Easi (for example, refusal of access or obligation to exit, particularly for non-compliance with the platform regulations, transfer or maintenance on the platform on various changes, increase in costs, disappearance, malfunction or overloading of the platform, pirating, misappropriation etc.).

Easi shall be solely responsible in the event that the owner of the platform refuses to validate the application because the source code does not comply with its regulations; in this case, Easi shall bear the costs of any adaptations required to obtain validation.

Easi shall under no circumstances be responsible for messages sent by the customer to third parties from its servers or from servers belonging to Easi, including as part of the automatic message notification services (Push services).

ARTICLE 37

37.1

The price of specific developments includes the cost of the analysis (collection of data on the customer' premises, drafting the analysis, design of the print and presentation of the analysis), design and programming (writing the programs, execution of pre-installation tests). The price does not include **(1)** the cost of installation of the applications on the customer's system, **(2)** the costs of training the customer and its personnel, and **(3)** any additional costs.

37.2

Fixed-rate projects with a planned completion time of less than 24 calendar days are invoiced at 100% when the order is placed. Projects with a planned completion time of more than 24 calendar days are invoiced at 40% when the order is placed, 50% on the

first day of the month following the effective start-up of the software package by systematic data transfer or encoding or by continuous functional use beyond the performance of simple one-off tests, and 10% on final acceptance.

ARTICLE 38

Easi grants the customer the right to use the application designed and developed by Easi, which is the subject of the agreement, as well as the Maintenance of the application, in return for which the customer is required to pay Easi a fee set out in the specific provisions of the agreement.

The methods, models, descriptions, calculations, specifications and know-how relating to the application as well as its source code shall remain the exclusive property of Easi and shall not be made available to the customer.

Therefore, unless specified otherwise: Easi shall remain the exclusive owner or holder of a licence for the use of all intellectual property rights directly or indirectly associated thereto; the source code of the applications shall never be given to the customer; the provisions of article 24 of these general conditions shall be apply *mutatis mutandis* to the applications specified in this heading; and the intellectual property rights of Easi shall apply not only to the initial application and its source code but also to all subsequent corrected, adapted or improved versions thereof.

1.6. MAINTENANCE OF SPECIFIC DEVELOPMENTS FOR MOBILE DEVICES (SMARTPHONES, TABLETS ETC.)

ARTICLE 39

39.1

Maintenance covers the updating of the application.

Easi undertakes, on the one hand, to regularly monitor the development of the operating systems and/or mobile devices (devices such as tablets and smartphones), to examine whether this development requires an update to the application or not, and, where it does, to provide the technical services enabling an update to be performed.

Updates mean only those services required for the operability of the application with the operating systems and mobile devices enabling its use and launched on the Belgian market later than that date on which the application was placed online for the first time, but only for the platform(s) chosen by the customer when the agreement on the design and development of the application is signed. An evolving and exhaustive list of the mobile devices for which an update is envisaged as part of the maintenance contract may be consulted at any time on the Easi site, it being understood that no update on mobile devices other than those indicated in this list may be demanded by the customer as part of the maintenance contract.

Updates shall only involve maintaining the existing functionality of the application at the time of its acceptance and not the possibility to use one or more of the new functionalities offered by the new mobile devices or envisaged following adaptation of the platforms and operating systems.

Easi undertakes to inform the customer of the update performed.

39.2

The maintenance does not cover the following cases:

- the owner of the platform adopts a new version of the operating system and, in order to maintain the application, it needs to be modified so as to make it compatible with this new version.
- the customer wishes to make changes to the application and the application must therefore be compatible with the new operating system and for this purpose be re-validated by the owner of the platform.

1.7. CLOUD HOSTING SERVICE – Cloud2be

ARTICLE 40

This heading 1.7 sets out the option for the customer to rent the Easi infrastructure in order to house all of its data and applications, aside from the Easi software packages specified in heading 1.7, in return for payment of a periodic fee, the amount of which shall be fixed depending on the technical capacity requested, which may be flexible according to the terms specified by the special conditions of the agreement entered into between Easi and the customer.

ARTICLE 41

The infrastructure and particularly the Easi servers enabling the use of the software by the customer in a “Cloud” environment shall be installed by Easi in a secure place (data centre) of its choice, where Easi shall have its own racks and servers.

Easi shall have the right to transfer these infrastructures to any other secure building of its choice, without this transfer authorising the customer to terminate the agreement without providing the agreed notice.

The customer shall remain the owner of its personal data stored on the Easi installations and shall have the right to access this data remotely or to recover it any time by paying Easi all of the outstanding amounts owed. The services carried out to recover the data shall be invoiced to the customer, at the rate in effect.

In the event that the customer does not pay Easi the amounts owed, Easi shall have the right to suspend access to this infrastructure in the “Cloud” environment as well as the return of the data for as long as all of the amounts owed to Easi by the customer remain unpaid.

ARTICLE 42

Easi guarantees 99.75% availability of the infrastructure per month, it being understood that the following shall not be taken into account when calculating this percentage: planned maintenance (in theory, four windows of 24 hours of maintenance per year planned over weekends), as well as any disruptions not attributable to Easi (including network outages associated with Internet service providers).

Easi shall only be held liable by the customer from the time that Easi is directly responsible for the cause of any unavailability.

The amount of any penalties in the event of unavailability attributable to Easi as well as their method of calculation or conversion into hours worked shall be specified in the special conditions of the contract entered into between Easi and the customer but shall under no circumstances exceed 10% of the fee calculated on an annual basis.

ARTICLE 43

Easi guarantees the confidentiality of the customer data stored at its premises as well as the strict respect of all personal data forming a part thereof.

ARTICLE 44

The contracts for hosting services shall be entered into for an indefinite period with a minimum of three years.

During this period, the customer shall have the right to terminate the agreement by registered letter giving three months' notice from the 1st of the month following its acceptance by Easi and through payment of an indemnity depending on the duration of the contract which shall be specified in its special conditions.

The indemnity shall be calculated with reference to the initial fee, indexed where applicable.

If the hosting services agreement is not terminated three months before the end of its initial term, it shall be tacitly renewed for annual periods of one year, each party having the right to end the agreement by sending a registered letter to the other party at least three months before the annual expiry date of the agreement.

At the end of the hosting services agreement, the customer data shall be returned in the form of a backup on backup media and, in order to guarantee confidentiality, Easi shall not retain any copy thereof. The services carried out to recover the data shall be invoiced to the customer, at the rate in effect.

1.8. USE OF EASI SOFTWARE PACKAGES IN THE CLOUD ENVIRONMENT

ARTICLE 45

This heading 1.8 sets out the option for the customer to use one or more Easi software packages in a "Cloud" environment.

The installation of Easi software packages in a "Cloud" environment shall be authorised solely in the Easi "Cloud2be" environment.

In this case, the monthly fee paid by the customer shall include:

- a licence component for "rentals" as set out in article 25 of these general conditions
- a maintenance component in a "Cloud" environment similar to that specified in article 30
- an infrastructure component (the rental of space and power on the Easi servers, the use of the bandwidth between the Easi and Internet software as well as updates and hardware upgrades)
- a service component (including security, monitoring of the infrastructure, performance analysis of the performances etc.) according to the details provided in the special conditions.

The costs of the communication between the infrastructures made available to the customer and the equipment of users authorised by the customer shall not be included in the fee and shall be borne entirely by the customer, it being understood that the customer shall be responsible for ensuring that it has the necessary and sufficient bandwidth for accessing the Cloud infrastructures via Internet.

1.9. SERVICES

ARTICLE 46

This heading applies to the services executed by Easi in the context of specific assistance sought by the customer independent of all supply of hardware and software covered by the preceding headings. This assistance shall include, without this list being exhaustive, advice services and training services. The purpose of this assistance shall be defined in the special agreements made between Easi and its customer.

ARTICLE 47

The agreed services shall be executed by an associate, employee or sub-contractor of Easi, who may replace this person at any time, without the customer being able to object to this, even if the identity of the associate is specified in the special conditions of the contract. The Easi employee shall execute the assistance task while remaining under its authority but while taking account of the information and directions given by the customer.

Any instruction given by the customer to the Easi employee with regard to welfare at work, working time and resting time, and any instruction in relation to the execution of the agreed assistance, shall not constitute the exercise of authority on the sense of article 31, paragraph 1 of the law of 24th July 1987 on temporary work, temporary working and the provision of workers to users. The customer shall be required to provide the Easi employee with appropriate premises, equipped in such a way as not to cause any inconvenience or discomfort in the normal execution of the agreed assistance.

ARTICLE 48

The responsibility for the project for which the agreed specific assistance is required falls exclusively to the customer, in such a way that Easi shall not under any circumstances be responsible for errors or damage of any kind, insofar as the agreed assistance is considered as having been executed under the indications and directions of the customer.

As regards the execution of these indications and directions, the customer accepts that it is, so to speak, impossible in the IT sector to fulfil, on every occasion, the wishes expressed and, in particular, to find a solution to every problem posed, so that, in the context of agreements in relation to specific assistance, Easi is only bound by an obligation to do its best.

ARTICLE 49

49.1

Services are invoiced for settlement at the end of the month in which they were executed.

When services are performed 'on site', the minimal invoicing period and the unit of invoicing is a half-day (4 hours) and, beyond 8 hours per day, the minimum unit of invoicing is an hour, even if the services performed were less. Services and support by phone or remotely are invoiced at a minimum of, and with a minimum unit of invoicing of 1/4 hour. Services provided outside normal office hours (before 8.00 a.m. or after 6.00 p.m.) and on weekends or public holidays, shall be taken into account, for public holidays at 200% of the rate in effect, and for the other days and times mentioned above, at 150% of this rate, in addition to associated costs. Services exceeding eight hours in one day shall also be invoiced at 150% of this rate.

At the end of the month, a total statement of the hours of service provided during that month shall be sent to the customer.

49.2

Co-sourcing assignments of 1-24 days per year are invoiced in advance, at the beginning of each year. Co-sourcing assignments of 25-48 days per year are invoiced half-yearly in advance, at the beginning of each half-year period. Co-sourcing assignments of 49 days and more per year are invoiced per quarter in advance, at the beginning of each quarter.

Services provided as part of a co-sourcing assignment shall be deducted from the number of days specified in the contract. 'On site' service calls are invoiced per hour, with a minimum of 2 hours, even when the services performed were less. Telephone or remote support are invoiced per ¼ hour.

Co-sourcing assignments outside of office hours and not on working days as well as those over eight hours a day shall be invoiced using the same terms set out in article 49.1, where necessary in addition to the amounts already invoiced in accordance with the previous paragraph.

The customer may terminate a co-sourcing contract by giving notice one month before the contract expires. Any co-sourcing fee invoiced in advance shall be fully paid by the customer and shall not be refunded.

49.3

Fixed-price projects of less than 24 calendar days in duration are invoiced 100% at the time of the order. Fixed-price projects of a planned duration of over 24 calendar days are invoiced at 30% at the time of the order, 30% during the analysis time, 30% upon delivery and installation and 10% upon final acceptance.

49.4

Standard training sessions are invoiced in full at time of the order. The customer can still cancel its participation, in writing, up to 10 working days before the start of the training. Once this period has passed, the total invoiced amount is due. No credit, return or partial return of the subscription costs for the training will be granted. The customer may then let an associate replace it at the training session, or take part in another, later, session, provided that the registration cost is less than or equal to that of the session it did not attend, without any entitlement to a refund of the difference in price.

ARTICLE 50

If the customer is not satisfied with the assistance provided by the Easi employee, it shall advise Easi thereof, in writing, on the same day, in order that Easi can take all appropriate measures in the event that it considers the reasons given are founded. In this case, Easi shall have the facility to entrust the assistance from the customer to another member of staff, or to end this assistance without requirement to pay any compensation of any kind.

A customer who is required to communicate the reason for its dissatisfaction to Easi on the same day on which this dissatisfaction is found cannot invoke this for refusing to make payment for the services executed by the member of staff during the previous days.

The same shall apply if Easi decides to replace the member of staff or to end all assistance.